

**STATE OF CALIFORNIA'S COUNTER PROPOSAL  
TO  
CCPOA Bargaining Unit 6**

**Package Offer<sup>1</sup>**  
August 22, 2007

The State of California (State) hereby makes the following offer to CCPOA to settle and conclude negotiations over a successor Memorandum of Understanding (MOU).

The State proposes a 3-year package offer which provides fiscal certainty for the State and guarantees specific and transparent pay increases to the members of Unit 6, the State's employees.

This offer is a formal offer and supersedes all others. This is a package offer which must be accepted or rejected in its entirety.

**TERM OF MOU:** *Section 27.03*

- Effective upon ratification of the new MOU by the union membership and Legislative approval and expires on June 30, 2010.

**SALARY\*:** *Section 15.01*

The State proposes the following *guaranteed* base salary increases:

**2007/2008**

- Effective July 1, 2007, all Unit 6 employees shall receive a 5% general salary increase.

**2008/2009**

- Effective July 1, 2008, all Unit 6 employees shall receive a 5% general salary increase.

**2009-2010**

- Effective July 1, 2009, all Unit 6 employees shall receive a 5% general salary increase.

**RECRUITMENT INCENTIVE:** *Section 15.02*

- The State hereby **increases** its recruitment incentive offer for CDCR employees at San Quentin, Correctional Training Facility and Salinas Valley State Prisons to \$500 per month. These increases will be effective retroactive to July 1, 2007 for those employees who remained employed at the respective facilities for the time period between July 1, 2007 and the effective date of the MOU.

---

<sup>1</sup> The actual language governing this package offer is in the State's specific proposals.

#### **ANNUAL RECRUITMENT BONUS:** *Section 15.13*

- The State proposes an **additional economic item** by adding Salinas Valley State Prison, Correctional Training Facility, High Desert State Prison, and California Correctional Center (excluding camps) to the list of CDCR institutions receiving the \$2400 annual recruitment and retention bonus. The addition of these facilities will be effective retroactive to July 1, 2007 for those employees who remained employed at one of the listed facilities for the time period between July 1, 2007 and the effective date of the MOU.

#### **SHIFT DIFFERENTIAL\*:** *Section 15.08*

The State continues to propose the following shift increases:

##### **Night Shift**

- Effective July 1, 2007, increase Night Shift differential from \$ .50 to \$ .75 per hour.
- Effective July 1, 2008, increase Night Shift differential from \$ .75 to \$1.00 per hour.

##### **Weekend Shift**

- Effective July 1, 2007, increase Weekend Shift differential from \$ .65 to \$ .90 per hour.
- Effective July 1, 2008, increase Weekend Shift differential from \$ .90 to \$1.25 per hour.

#### **NEW RECRUIT PROGRAM:** *Section 15.XX New*

- The State continues to propose a pilot program which provides a \$2000 payment to current Unit 6 employees for **each** new Correctional Officer/Youth Correctional Officer recruited by a current employee who subsequently graduates from the Correctional Officer academy.

#### **HEALTH BENEFITS\*:** *Section 13.01*

- The State proposes to increase its health benefit contribution to the 2007 85/80 flat dollar equivalent. This increase would be effective the first day of the pay period following ratification of the new MOU by the union membership and Legislative approval. There will be no retroactivity of this health benefit increase.
- Effective January 1, 2008, or the first day of the pay period following ratification of the new MOU by the union membership and the Legislature, whichever occurs later, the State proposes to increase its health benefit contribution to the flat dollar equivalent of the 2008 85/80 rates.
- Effective January 1, 2009 and January 1, 2010, the State will increase its health benefit contribution to the flat dollar equivalent of the 2009 and 2010 (respectively) 85/80 rates.

#### **UNIFORM ALLOWANCE\*: *Section 14.04***

The State continues to propose the following uniform allowance increases:

- Effective July 1, 2007, increase the uniform allowance from \$530 to \$730 per year.
- Effective July 1, 2008, increase the uniform allowance from \$730 to \$880 per year.

#### **BUSINESS AND TRAVEL REIMBURSEMENT: *Section 14.01***

- The State continues to propose an increase in the mileage reimbursement to the same level as the Federal Standard Mileage Rate (FSMR). This provision is effective the first of the month following ratification of the union membership and Legislative approval.

#### **GRIEVANCE AND ARBITRATION PROCEDURE: *Article 6***

- The State has changed its proposal by maintaining the mini-arbitration process until such time the parties have an opportunity to negotiate a Board of Adjustment process. The State continues to propose to modify language to simplify grievance and arbitration, which includes the creation of a more traditional process rather than the current system which is comprised of regular arbitration, 5-day arbitration, immediate arbitration, mini-arbitration and pre-scheduled arbitration.
- The State continues to propose language which clarifies arbitrator selection and authority, the kinds of grievances that are subject to arbitration, definitions, time limits, and the substance and scope of grievance descriptions, timelines for the submission of briefs and decisions, and agreement not to abuse process. The State has removed from its proposal many of the consequences to CCPOA of untimely appeals to the next level.
- Currently there are approximately 550+ pending arbitrations. Both parties need relief from this unmanageable backlog. The State continues to be interested in seeking prompt and efficient means of resolving the vast majority of these pending arbitrations and is open to discussing the methodology with CCPOA at any time. The State proposes to do this outside the current mediation or any future bargaining process as it is in the parties' mutual interest to address the backlog of arbitrations immediately.

#### **ENTIRE AGREEMENT/IMPACT BARGAINING/MANAGEMENT RIGHTS: *Sections 4.01, 27.01, Side Letters 5, 8, 9, and 10***

- The State continues to propose to unzip all "side agreements, "local agreements," and other contract addenda by deleting side letter 5. Notwithstanding the unzipping of such agreements, the parties shall acknowledge their continuing mutual responsibility to abide by stipulations and orders resulting from court oversight in Madrid, Farrell, Coleman, and Plata. The parties shall further acknowledge that nothing in the successor MOU is intended to modify or avoid the parties' obligations pursuant to such stipulations and court orders. The State proposes that future agreements may become an addendum to the successor MOU upon written mutual agreement of both parties, and shall require approval by the Legislature when the conditions of Section 3517.63 of the Dills Act are met. Any previous or future contract addenda not mutually incorporated into the successor MOU by the specific term of the side letter shall constitute institutional operational guidelines.

- The State further proposes to affirm existing language and emphasize that there is no obligation to negotiate or meet and confer on matters already bargained and covered in the successor MOU. Establish clearly that entire agreement (zipper clause), obligation to bargain (impact bargaining), and management rights shall be applied pursuant to the written language of the successor MOU.

**SICK LEAVE:** *Sections 10.02, 11.08, 11.11 and Side Letter #4*

- The State continues to propose that sick leave shall not be counted as time worked for purposes of overtime; the State proposes to remove specific language that restricts management from controlling sick leave abuse, and proposes to limit permanent intermittent employees' ability to call in sick leave at the last minute (on the same day as a call to work) in order to avoid having the State pay over three (3) times the amount for a single shift.

**RELEASE TIME BANK:** *Section 10.13*

- The State continues to propose to update the MOU to recognize the parties' settlement of the annual donation and use cap of 35,000 hours of release time bank. In addition, permit rank and file Chapter Presidents to utilize this Release Time Bank instead of the former weekly official business/State release time.

**POST & BID:** *Sections 12.07 and 24.05*

- The State drops from its proposal the exclusion of posts in the Enhanced Outpatient Program and Critical Treatment Center from the post and bid program. The State continues to propose the exclusion of Adult Security Squads and Adult Transportation from the determination of the State's 30% (approximately 600 positions), and clarifies that gender-restricted posts are available for seniority bidding only by the appropriate gender. The State continues to propose clarifying language that enables CDCR to re-assign employees temporarily to satisfy short term needs.
- The Division of Juvenile Justice post and bid language must be modified in light of the "Farrell" remedial plan. The State proposes 70% shift and regular day off assignments by seniority and 30% at CDCR's discretion rather than bidding by posts.

**EMPLOYEE REQUESTED TRANSFERS:** *Section 12.04*

- In light of vacancy issues, the State proposes to modify language to address the problem of transfers among institutions and facilities by allowing a temporary freeze on transfers once a certain vacancy threshold has been determined.

**CYA STAFFING/WARD POPULATION:** *Section 24.04, Appendix 11 and Side Letter 16*

- The State proposes to delete this provision as it is not necessary under the Farrell Remedial Plan.

**JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC):** *Section 8.03*

- In response to CCPOA's expressed interest in a cooperative approach to training, the State continues to propose the establishment of a Joint Labor Management Apprenticeship Training Committee.

## **GENERAL CLEANUP:** *Various Provisions*

- See attached summary charts along with respective State proposals, separated by common theme:
  - 1) Provisions that State proposes as rollover and rollover with name changes by maintaining current language except due to the enactment of SB 737, changing CDC to CDCR or Adult, CYA to DJJ, CPOST and other division/program related name changes.
  - 2) Maintain current language with updated information, which may include, for instance, making language consistent with governing law and/or removing references to stale dates, closed facilities, and completed projects/programs. Similarly, inapplicable language and/or provisions have been deleted, which may be due to, for instance, program changes or program completions.
- All sections of the MOU and addenda not identified in any of the above proposals are deleted.

---

\* CCPOA recently arbitrated additional compensation issues. Specifically, CCPOA seeks a determination that the salary formula from the now expired MOU requires the State to pay Unit 6 the same as the California Highway Patrol (CHP), Unit 5, with respect to pre and post shift activities, shift differential, uniform allowance, and health benefits.

At this point, the fiscal impact of an arbitration decision on these matters is uncertain. To avoid such fiscal uncertainty in the future and in an effort to secure a successor MOU, the State has addressed all of the disputed items in the successor MOU as detailed above.

The economic proposals contained herein contemplate that the now expired MOU does not continue to deliver compensation increases to Unit 6 members. Should the arbitration decision determine otherwise, the State will have to reevaluate the economics of this Package Offer based upon that significantly changed economic circumstance. As CCPOA has been informed previously, the State is not in a position to offer the additional compensation in each of the areas identified above and simultaneously duplicate some or all of those payments as a result of the arbitration.